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June 23, 1980
JDH-80/174

The Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RECORDATION NO. 11789 Filed 1425

JUN 23 1980

JUN 23 1980 - 3 22 PM

Date JUN 23 1980
50.00

Dear Madam:

INTERSTATE COMMERCE COMMISSION

CC Washington, D.C.

Enclosed please find nine fully executed copies of the following document between the parties listed below relating to certain railroad rolling stock as described herein, which document should receive Recordation No. 11789-E showing it to be included with the filings previously made in this matter on May 14, 1980:

I. Document: Consent and Agreement, dated as of April 24, 1980.

A. Parties:

Lessor: Brae Corporation

Assignee: Hillman Manufacturing Company

B. Addresses:

Lessor: Brae Corporation
3 Embarcadero Center
San Francisco, California 94111

Assignee: Hillman Manufacturing Company
P.O. Box 510
Brownsville, Pennsylvania 15417

C. Equipment: Two hundred (200) steel, 50 foot, 70 ton railroad box cars with AAR mechanical designation "XM" and bearing road numbers SNCT 1100-1299.

I respectfully request that the original of this document be recorded under the provisions of 40 U.S.C. §11303. I would also appreciate your stamping the additional copies of the above document which are not required for your filing purposes and returning them to me. A check in the amount of \$50.00 is enclosed to cover the filing fees.

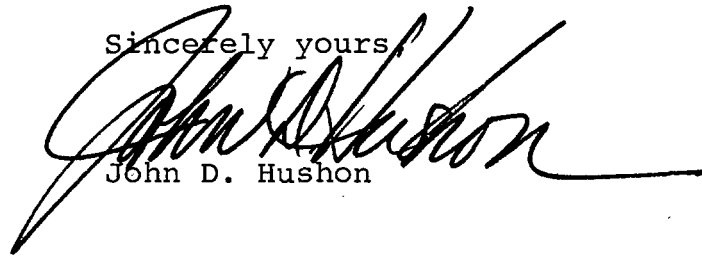
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JUN 23 3 24 PM '80
I.C.C.
FEE OPERATION BR.

*C. County Clerk
Mary Burns*

The Secretary
Interstate Commerce Commission
June 23, 1980
Page Two

The undersigned certifies that he is acting as counsel to Hillman Manufacturing Company and that he has knowledge of the matters set forth in the above-described document.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "John D. Hushon", with a long horizontal flourish extending to the right.

John D. Hushon

Enclosures
(Check-\$50.00)

Interstate Commerce Commission
Washington, D.C. 20423

6/23/80

OFFICE OF THE SECRETARY

John D. Hushon
Arent, Fox, Kintner, Plotkin & Kahn
1815 H. Street, N.W.
Washington, D.C. 20006

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **6/23/80** at **3:30pm**, and assigned re-
recordation number(s). **11789-E & 9942-C**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

JUN 23 1980 - 3 22 PM ✓

CONSENT AND AGREEMENT

INTERSTATE COMMERCE COMMISSION

CONSENT AND AGREEMENT, dated as of April 24, 1980, entered into by BRAE CORPORATION ("Brae") and HILLMAN MANUFACTURING COMPANY (the "Company") in favor of MANUFACTURERS HANOVER LEASING CORPORATION (the "Lender").

W I T N E S S E T H :

WHEREAS, Brae and the Company have entered into a Management Agreement dated April 24, 1980 (the "Management Agreement"), pursuant to which Brae has agreed to manage 200 railroad box-cars being leased by the Company to the Seattle & North Coast Railroad Company (including the collection of all rent and other revenues due to the Company with respect to such box-cars); and

WHEREAS, the Company and the Lender have entered into a Loan and Security Agreement dated as of April 24, 1980 (herein, as the same may be amended, supplemented or modified from time to time, called the "Loan and Security Agreement"), in which the Company, as collateral security for the repayments of its borrowings from the Lender and its other indebtedness to the Lender thereunder, assigned to the Lender all of the right, title and interest of the Company in, to and under the Management Agreement; and

WHEREAS, the Loan and Security Agreement requires as a condition to the Lender's obligation to make the initial loan to the Company thereunder that this Consent and Agreement be duly executed and delivered by Brae and the Company and an executed counterpart hereof be delivered to the Lender;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to make loans to the Company pursuant to the Loan and Security Agreement, the parties hereto agree as follows:

1. Use of Defined Terms. Terms used herein which are defined in the Loan and Security Agreement shall have the respective meanings set forth in the Loan and Security Agreement.

2. Consent to Assignment. Brae hereby acknowledges notice of, and consents to, the assignment by the Company to the Lender pursuant to the Loan and Security Agreement of all of the right, title and interest of the Company in, to and under the Management Agreement, including (without limitation), all right, title and interest

of the Company in and to all remittances, rents, issues, profits, revenues and other income arising under the Management Agreement and other moneys due and to become due to the Company under or arising out of the Management Agreement, all proceeds of and all claims for damages arising out of the breach of the Management Agreement, the right of the Company to terminate the Management Agreement and to compel performance of the terms and provisions thereof, and all chattel paper, contracts, instruments and other documents evidencing the Management Agreement or any moneys due or to become due thereunder or related thereto.

3. Receipt of Loan and Security Agreement. Brae hereby acknowledges receipt of a copy of the Loan and Security Agreement.

4. Payments, Etc. The Company hereby authorizes and directs Brae to, and Brae unconditionally agrees that it will, pay all amounts at any time payable by Brae to the Company under the Management Agreement, including (without limitation) all revenues, rentals and other amounts referred to in Section 4 of the Management Agreement, directly to the Lender by depositing such amounts in the "Hillman Manufacturing Company - Second Security Deposit Account" at the office of Chemical Bank, located at Room 1820, 55 Water Street, New York, New York 10041, Attention: Corporate Trust Administration, or as the Lender may from time to time hereafter otherwise direct by written instructions delivered to Brae. Brae agrees to pay such amounts to the Lender unconditionally without any abatement, reduction, set-off, defense, counterclaim or recoupment whatsoever, whether arising under the Management Agreement or otherwise. All payments made by Brae to the Lender pursuant to this Section 4 shall be final and Brae will not seek to recover any such payments from the Lender for any reason whatsoever.

5. Representations and Warranties of Brae. Brae hereby represents and warrants that:

(a) Brae is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware;

(b) Brae has full power, authority and legal right to own its properties and to conduct its business as now conducted by it, and to execute, deliver and perform the Management Agreement and this Consent and Agreement; and Brae has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Management Agreement and this Consent and Agreement on the terms hereof.

(c) The Management Agreement and this Consent and Agreement have been duly executed and delivered by Brae and constitute valid and binding obligations of Brae enforceable against Brae in accordance with their respective terms.

(d) No consent of any other party (including stockholders of Brae), and no consent, license, permit, approval or authorization of, exemption by, or filing, registration or declaration with, any governmental authority, is required in connection with the execution, delivery or performance by Brae of the Management Agreement or this Consent and Agreement; and

(e) the execution, delivery and performance by Brae of the Management Agreement and this Consent and Agreement will not violate any provision of any existing law or regulation to which Brae is subject, or any provision of any order, judgment, award or decree of any court, arbitrator or governmental authority applicable to Brae, or the Certificate of Incorporation, By-Laws or any preferred stock provision of Brae, or any provision of any mortgage, indenture, contract or other agreement to which Brae is a party or which is binding upon Brae or any of its properties or assets, and will not constitute a default thereunder.

7. Miscellaneous. (a) Brae and the Company each hereby agrees that, anything herein to the contrary notwithstanding, it shall remain liable under the Management Agreement to observe and perform all the conditions and obligations to be observed and performed by it thereunder and that the Lender shall not be required or obligated to perform or fulfill any of the obligations of the Company under or pursuant to the Management Agreement.

(b) This Consent and Agreement may not be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the parties hereto and consented to in writing by the Lender.

(c) This Consent and Agreement shall be binding upon Brae and the Company and their respective successors and assigns and shall inure to the benefit of the Lender and its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Consent and Agreement as of this 24th day of April, 1980.

BRAE CORPORATION

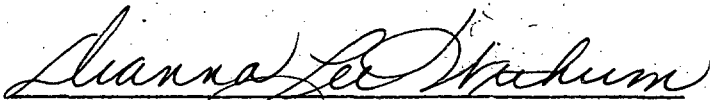
By J. A. Riessen
Name: JERRY A. RIESSEN
Title: VICE PRESIDENT

HILLMAN MANUFACTURING COMPANY

By Steven N. Hutchinson
Name: Steven N. Hutchinson
Title: Vice President

STATE OF PENNSYLVANIA)
 : SS
COUNTY OF ALLEGHENY)

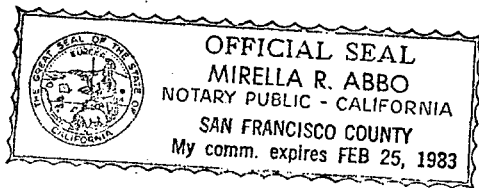
On this 12th day of May, 1980, before me personally appeared Steven N. Hutchinson, to me personally known, who, being duly sworn, says that he is a Vice President of Hillman Manufacturing Company, that the foregoing Consent and Agreement was signed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing Consent and Agreement was the free act and deed of said corporation.


Notary Public

DIANNA LEE WITHUM, Notary Public
Pittsburgh, Allegheny County, PA.
My Commission Expires March 5, 1984

STATE OF California)
COUNTY OF San Francisco) ss.

On this 19th day of JUNE, 19 80, before me personally appeared Sam A. Riessen, to me personally known, who, being by me duly sworn, did depose and say that he is the Vice President of BRAZ Corporation, the corporation which executed the above instrument, that he signed his name to the above instrument by authority of the Board of Directors of said corporation; and that he acknowledged that the execution of the above instrument was the free act and deed of such corporation.



[seal]

Mirella R. Abbo
Notary Public

My Commission Expires: 2/25/83